19 51.- K Legal DEPARTMENT
E BRANCH

File No. T.D/51

Subject:— Trusts - Deeds.
Building grants to schools

CP (6/E)

File No. T.D/51

Std. Sectt. Slip 25 E. e.

119-E

No.PEC-2550-K,
Education Department,
Bombay Castle, 19th February 1951.

L. D.
23 FEB 1951

To

The Joint Director of Technical Education,
Bombay.

Subject:- Building grant to the private Colleges of Engineering at Sangli & Hubli.

Reference your letter No. A/46/8294, dated the 21st December 1950 on the subject mentioned above. The draft trust deed to be executed by the Chairman, Maharashtra Technical Education Society, Poona, (for the New Engineering College, Sangli) and the Karnatak Liberal Education Society, Belgaum, (for the B.V.Bhoomaraddi College of Engineering and Technology, Hubli) is approved, as amended.

for Under Secretary to the Government of Bombay, Education Department.

Copy with enclosures forwarded to:
the Accountant General, Bombay,
the Legal Department,
the Finance Department.

VII/20.2.

Legal

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No. 1041
Subject No.
Branch 24/2/51
BOMBAY

This Indenture made the day of

one thousand nine hundred and fifty one between the Maharashtra Technical Education Society, Poona, the Karnatak Liberal Education Society, Belgaum a society registered under the Societies Registration Act and having its registered office at Poona/Belgaum (hereinafter referred to as "the Society" which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the one part and the Governor of Bombay (hereinafter referred to as "the Government") of the other part.

Whereas the Society is possessed of and absolutely entitled in perpetuity free from incumbrances to the piece of land described in the schedule hereto and intended to be hereby assured and Whereas the Society applied to the Government for a Building Grant-in-aid of Rupees

for a college to be known as New Engineering College, Sangli/B. V. Bheemraddi College of Engineering and Technology, Hubli and has satisfied the Joint Director of Technical Education, Bombay, that the building is intended for and will be devoted to educational purposes that the plans, estimates and specifications are satisfactory that the title of the Society to the piece of land described in the schedule hereto is good and in order and that the building constructed. And whereas by the rules in force in the State of Bombay for regulating the application of grants made by Govt. in aid of colleges it is provided (inter alia) as follows:- No portion of a Building Grant shall be paid to the Managers of the College,

Unless and until they execute or agree to execute a trust deed as in the said rules provided And whereas the Government has sanctioned a Building Grant of Rupees in consideration of the Society executing to the Government such conveyance and assurance as in hereinafter contained which the Society has agreed to do and which grant has been duly paid and payment of which the Society hereby acknowledge.

Now ...

Now This Indenture witnesseth that in consideration of the premises and of the sum of Rupees
paid as aforesaid by the Government to the Society, if the Society doth hereby grant convey and assign unto the Government; All That piece of parcel of land described in the schedule hereto Together with all and singular the building and erections now being or which may hereafter be thereon expressly including the said Building to be erected as aforesaid and all rights easements and appurtenances whatsoever usually held or occupied therewith and reputed to belong or be appurtenant thereto and also all fittings and fixtures being in and belonging to or used or to be used for the said College And All the estate right title interest claim and demand of the Society into and upon these said premises To Hold the said piece of land chattels and effects and all other premises expressed to be hereby assured unto and to the use of the Government according to the nature and tenure thereof, respectively, And the Society doth hereby convenant that it hath power to grant all the said premises to the Government in manner aforesaid free from incumbrances and that it and every other person claiming through or in trust for it will at all times at the cost of the Society execute and do all such assurances and things for the further or better assuring the said premises to the Government as aforesaid as shall be reasonably required And it is hereby declared And Agreed that the Government shall hold the said premises upon the trust and to and for the intents and purposes following that is to say Upon Trust to permit the Society to enter upon the said premises for the purposes and on the conditions following namely that the Society shall -

(1) Maintain and keep at all times in good and substantial repair and condition all the buildings now being or which may hereafter be on the said piece of land to the end that the same may be always efficient for use for the purposes of a college.

(2) Pay all rates, charges, assessments and expenses leviable or chargeable in respect of the premises and buildings.

(3) Use all the premises and buildings as and for the purposes of a public college to be devoted wholly to education of to a secular type.

(4) ...

(4) Manage and conduct the said college in all respects in accordance with the rules and regulations for the time being in force of the Education Department in Bombay.

(5) Keep the said college at all times open to the inspection of the Inspecting Officers of the Bombay Educational Department and

(6) Keep at all times building or buildings already erected or which may hereafter be erected on the said premises in respect of which a building grant has been given (except the building or buildings in respect of which Executive Engineer of certifies that in his opinion the risk of fire is not sufficiently great as to render insurance desirable) insured in the joint names of the Chairman and the Government against loss or damage by fire in a sum equal to the cost of such building or buildings including flooring but exclusive of foundation and plinth at least in some respectable insurance office to be approved by Government or his agent for the time being and regularly pay the premiums which shall become payable in respect of such insurance and whenever thereunto required so to do, produce to him the policy or policies of such insurance and the receipt for the premiums paid thereon in respect of the current year and shall unless the Chairman forfeited his right or claim to such policy or policies of insurance as hereinafter provided, apply all moneys which may be received by virtue of any such policy or policites in re-building or reinstating the premises destroyed or damaged.

PROVIDED ALWAYS and it is hereby declared and agreed that in the event of default being made by the Society in the performance of any of the conditions hereinbefore mentioned the building grant or so much of the same as shall not then have been made shall lapse and the aggregate amount of the building grant and all future building grants from time to time advanced by Government for the college shall be repayable to Government. AND for the purposes of recovering any money so due to Government it shall be lawful for Government to enter upon and take possession of

premises and all buildings fittings and fixtures thereon and to sell and absolutely dispose of the same free from incumbrances and discharged from the trusts hereof in such manner as he in his absolute discretion shall see fit and apply the proceeds of such sale after payment thereout of all costs and expenses attending the same in or towards the recouping or reimbursing to the Government the moneys which may as foresaid have become repayable or due to Government and pay the surplus if any to the Society or to such other persons who the Government may consider lawfully entitled thereto. And in any such event the Society shall forfiet to the Government all its right or claim to, over or in respect of such policy or policies of insurance relating to the said buildings and the amount of premiums paid by it in respect of such insurance and the same shall then become absolutely the property of the Government. IN WITNESS WHEREOF the Chairman of the Society hath hereunto set his hand and seal of the Society and the Secretary to Government in the Education Department hath set his hand and the seal of his office hereto on behalf of the Governor of Bombay the day and year first above written.

The schedule above referred to

Discription and boundaries of property:-

The piece or parcel of land measures in superficial area square be the same a little more or less situated in the town/village of and bearing number in the taluka of in the district of and in the Registration Sub-district of in the said district and measures from North to South feet and from East to West feet be the same a little more or less and is bounded as follows:-

on the North by
on the South by
on the East by
on the West by

and is for greater clearness delineated on the plan hereto annexed and signed by the executing parties aforesaid.

Contd...

Signed, Sealed & Delivered by)
Shri)
Chairman of the)
Society)

In the presence of CHAIRMAN

(1)

(2)

Signed, Sealed & Delivered by)
the Secretary to Government,)
Education Department.)
)
In the presence of) Secretary to Government.

(1)

(2)

Submitted ~~after~~

File in T.D/51

Map
24/2

Advt Solv